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**UNITED STATES DISTRICT COURT**

**FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JONATHAN AVERY,  
*individually, and on behalf of all  
others similarly situated,*

Plaintiff,

v.

GLOBAL EXCHANGE  
VACATION CLUB, et al.,

Defendants.

Case: 8:23-cv-02071-JFW-DFM

**JOINT NOTICE OF  
SETTLEMENT AND  
APPLICATION TO STAY  
DEADLINES PENDING THE  
SETTLEMENT**

TO THE HONORABLE JUDGE OF THE U.S. DISTRICT COURT:

1 Plaintiff, Jonathan Avery (“Plaintiff”) and Defendants Global  
2 Exchange Vacation Club, Global Exchange Development Corp. and  
3 Resort Vacations, Inc. (“Defendants” and with Plaintiff, “the Parties”)  
4 hereby advise the Court of the individual settlement reached following  
5 mediation with conducted by Ronald S. Prager, Judge of the Superior  
6 Court (Ret.) of Signature Resolution, and jointly move the Court for a  
7 stay of all pending deadlines and vacatur of all extant hearing dates  
8 while the Parties finalize and consummate the settlement. In support  
9 thereof, the Parties state as follows:

10 1. Plaintiff moved for class certification on December 30, 2024.  
11 (ECF No. 49-50);

12 2. By stipulation approved by the Court, Defendants’ response  
13 in opposition to Plaintiff’s class certification motion is due February 24,  
14 2025. (ECF Nos. 57, 58);

15 3. The Parties and their counsel appeared at a mediation with  
16 Judge Prager in San Diego on February 4, 2025. (ECF No. 60);

17 4. While the Parties did not reach a settlement at mediation,  
18 discussions continued after mediation, with Judge Prager’s facilitation,  
19 resulting in a confidential settlement-in-principle in this case and the  
20

related case of *Garcia v. Global Exchange Vacation Club*, case no. 8:24-cv-02662-MEMF-JDE. (*Id.*);

5. The Parties request the Court (a) stay all deadlines and vacate all dates previously set for hearing and trial, and (b) keep the case open administratively for 60 days to allow the Parties time to finalize and consummate the settlement.

6. The Court's time and attention to this matter is appreciated.

**AGREED AND ACCEPTED:**

KIMMEL & SILVERMAN, P.C.

Dated: February 19, 2025

By: /s/ Jacob U. Ginsburg

Attorneys to Plaintiff Jonathan  
Avery (*pro hac vice*)

KLINEDINST PC

Dated: February 19, 2025

By: /s/ Dan Lawton

Attorneys to Defendants

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